

1 **ARTICLE 21**  
2 **COURT ATTENDANCE RECALL/ON-CALL AND AVAILABILITY OF PERSONNEL**  
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5 **PART A. COURT ATTENDANCE-RECALL/ON CALL**

6 **Section 1. Court-Time Pay.**

7 It is agreed that overtime shall be paid for the hours spent in court including lunch  
8 hour, outside the regular schedule as a result of a subpoena or notice issued pursuant  
9 to an employee's official on-duty actions where no fees are to be accepted by the  
10 employee. The recall provisions of Section 4 shall apply, if applicable.  
11

12 **Section 2.**

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14 Employees of the Department are at times sued and/or subpoenaed into court as  
15 witnesses in connection with both criminal and civil matters or summoned for jury duty.  
16 In such cases, the employee's duty status, witness fees and defense shall be as follows:  
17

18 **a. Civil Case**

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20 **(1) On Duty**

21  
22 (a) If an employee is subpoenaed as a witness in a civil case as the result  
23 of something he/she witnessed in connection with his/her departmental  
24 work, he/she will be considered as being on duty while appearing as  
25 such witness.  
26

27 (b) The Employer will pay the employee's expenses, but the witness fee  
28 and travel expense check received are to be turned over to the State in  
29 accordance with procedures outlined in the Official Orders.  
30

31 **(2) Not on Duty**

32  
33 If an employee is subpoenaed as a witness in a civil case as a result of  
34 something he/she witnessed other than in connection with his/her  
35 departmental work, the employee will not be considered on duty while  
36 appearing as such witness. The employee is entitled to retain the witness  
37 fee and travel expense check.  
38

39 **b. Criminal Case**

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41 (1) If an employee is subpoenaed as a witness in a criminal case that was  
42 witnessed while on duty, he/she will be considered on duty. The State will  
43 pay his/her expenses and no witness or mileage fees will be accepted.

1  
2 (a) The same procedure will apply when an employee is subpoenaed into  
3 federal court as a witness in a criminal proceeding except that witness  
4 fees should be collected and forwarded to Headquarters through  
5 channels in the same manner as fees from subpoenas on civil matters.  
6

7 (2) If an employee is subpoenaed as a witness in a criminal case as a result  
8 of something he/she witnessed other than in connection with his/her  
9 departmental work, the employee will not be considered on duty while  
10 appearing as such witness. The employee is entitled to retain the witness  
11 fee and travel expense check.  
12

13 c. **Jury Duty**  
14

15 (1) For any day on which an employee is required to report to court for jury  
16 duty, whether or not eventually impaneled on an actual case, the  
17 employee shall be entitled to administrative leave (release from a  
18 scheduled work shift without loss of straight time pay but without  
19 compensation for overtime or shift differential premium). The  
20 administrative leave may be taken for the scheduled work shift on which  
21 the majority of hours scheduled fall on the same calendar day on which  
22 the employee is required to report to court. However, to be eligible for  
23 administrative leave, the employee must comply with paragraph 2 below.  
24 As an alternative to administrative leave, the employee may elect to retain  
25 the jury duty pay and use accumulated annual leave or compensatory  
26 time, or upon approval of the supervisor, elect to work the regularly  
27 scheduled shift. When practicable, the Employer will attempt to schedule  
28 said employee, in accordance with Article 19 of this Agreement, to a day  
29 shift during the period of jury service. An employee who is scheduled for a  
30 day shift and is released from jury duty by the court shall be expected to  
31 notify their supervisor of their availability and shall return to work for the  
32 remainder of the scheduled work shift, unless authorized by the supervisor  
33 to be absent from the remainder of the work shift.  
34

35 If an employee is not required to report for court, the employee shall report  
36 to the scheduled work shift. However, an employee who is scheduled for  
37 a night shift and is required by the court to remain immediately available  
38 for jury duty shall be entitled to administrative leave.  
39

40 The employee shall not be entitled to administrative leave or  
41 compensation by the Employer if the employee is required to report to  
42 court for jury duty on a scheduled pass day.  
43

44 (2) In order to receive administrative leave for jury duty service, an employee  
45 must:

(a) Promptly provide a copy of the jury duty summons to the supervisor.

(b) Notify the supervisor of the jury duty schedule on a daily basis at least two hours before the start of the employee's work shift.

(c) Certify in writing each day actually required by the court to report as a juror for which administrative leave is requested.

(d) Submit the jury duty paycheck stub as soon as it is received, together with reimbursement equal to the jury duty pay, to the supervisor.

(3) Travel allowances paid to the employee by the court may be retained because they are not considered jury duty pay. Employees are not permitted to use a state-owned vehicle for travel connected with jury duty and will not be reimbursed by the Employer for travel expenses.

### **Section 3. Criminal Charge.**

If an employee is charged with a criminal offense in connection with the performance of his/her departmental work, it is an option of the Director, in cooperation with the Attorney General, to determine if legal counsel will be supplied.

### **Section 4. Recall.**

Employees are entitled to recall pay at the rate of one-and-one-half their hourly straight-time rate if required to report for work after reporting off duty and before reporting for their next scheduled work shift. Employees recalled for court, prosecution conferences, or non-departmental administrative hearings shall be guaranteed a minimum of two (2) hours recall pay. Employees recalled to duty for any other reason shall be guaranteed a minimum of three (3) hours recall pay. If the period of recall exceeds the specified minimum hours, the employee shall be paid recall pay for hours actually worked. An employee who is required to report for work preceding his/her next scheduled work shift shall only receive recall pay for the hours actually worked preceding the scheduled work shift. Employees recalled to duty will perform only those duties which are normally assigned their rank and/or position.

### **Section 5. On-Call.**

In order to provide coverage for services during off-duty hours, the Employer may require the assignment and scheduling of employees for on-call duty. The employee shall be notified of the reason for the on-call status and when the reason for the on-call status terminates, the employee shall be promptly notified. An employee assigned to on-call duty shall be required to remain immediately available through reasonable

1 preestablished methods of communication, to report for work within a reasonable period  
2 of time as determined by their supervisor and to perform normally assigned duties.

3  
4 Employees assigned to on-call duty will be compensated at the rate of one (1)  
5 hour of straight-time pay for each five (5) hours of on-call duty, prorated for any portion  
6 of five (5) hours.

7  
8 Employees required to return to work while in scheduled on-call status will  
9 receive recall pay in accordance with Section 4, and no on-call compensation will be  
10 paid for the five-hour increment in which the recall occurred. Any time an employee is  
11 assigned to on-call duty, he/she shall receive a minimum of two (2) hours straight-time  
12 pay.

13  
14 When a member has received a subpoena or other notice of a scheduled  
15 hearing, the following procedures shall be adhered to:

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17 (1) An employee will appear as directed by the notice of hearing unless the  
18 employee is placed on call by the notice of hearing or by the direction of the  
19 Employer.

20  
21 (2) An employee who has been placed on call shall check on the status of the  
22 hearing as directed prior to appearing there.

23  
24 (3) If an employee is notified by 6:00 p.m. on the day preceding the scheduled  
25 hearing date that the hearing has been canceled, the employee shall not be  
26 considered to be on call for that hearing.

27  
28 (4) If an employee does not receive notice of the cancellation of a hearing by  
29 6:00 p.m. on the day preceding the scheduled hearing date, the employee  
30 shall be considered on call. On call time shall commence at 8:00 a.m. on the  
31 day of the scheduled hearing, and shall terminate when the employee is  
32 recalled for the hearing or notified that the on-call status is terminated.

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35 **PART B. AVAILABILITY OF PERSONNEL**  
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An employee who is off duty shall keep the Employer reasonably informed of his/her whereabouts when the employee is away from his/her normal place of residence in order to meet the Department's emergency staffing needs. This provision shall not be used by the Employer to circumvent the on-call compensation provision and is only intended to ensure a means of contacting an off-duty employee within a reasonable period of time.